

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ENVISN, INC.

Plaintiff,

v.

KATHLEEN BRODERICK DAVIS,

Defendant.

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Case No.: _____

VERIFIED COMPLAINT

INTRODUCTION

This is an action by the Plaintiff, Envisn, Inc. (“Envisn”) against its former employee, Kathleen Broderick Davis (“Ms. Davis”), for violations of 18 U.S.C. § 1030 (the Computer Fraud and Abuse Act); violations of the Uniform Trade Secrets Act; violations of Mass Gen. L. Chapter 93A; violations of Mass. Gen. L. Chapter 93, § 42; misappropriation of trade secrets; breach of contract; and injunctive relief.

As detailed below, Ms. Davis has engaged in egregious, flagrant, and fully documented thefts of software belonging to Envisn, giving her the ability to, without limitation, unlawfully transfer the software to third parties and to access the software’s underlying source code. Such actions would inflict grave and irreparable harm on Envisn, including the possible destruction of the business.

Additionally, within minutes of her theft of the software, Ms. Davis accessed a confidential, password-protected customer database, which contains every piece of information about Envisn’s customers and leads.

Less than two (2) hours after these actions, she resigned her position with Envisn. And less than twelve (12) hours after her resignation, she began contacting Envisn customers, in flagrant violation of a Confidentiality and Nondisclosure Agreement (“the NDA”) she executed in 2006.

She has refused to comply with Envisn’s demands to return Envisn’s property or to offer any substantive assurances that she will not use it. She has vexatiously threatened to drive up Envisn’s costs in enforcing this agreement.

Davis’ actions are thus causing Envisn irreparable harm and damages, for which relief is sought through this Verified Complaint and related filings.

PARTIES

1. Envisn is a Massachusetts corporation with a principal place of business at 233 Ayer Road, Harvard, Massachusetts.
2. On information and belief, Ms. Davis is a citizen of the Commonwealth of Massachusetts with a principal residence at 90 Arbor Street, Lunenburg, Massachusetts.

JURISDICTION AND VENUE

3. This action is brought pursuant to 18 U.S.C. § 1030, the Uniform Trade Secrets Act, and state law claims to remedy violations of the United States Constitution, Massachusetts’s statutes and federal statutes. This Court has jurisdiction under 28 U.S.C. § 1331 and § 1367. This Court has personal jurisdiction over Ms. Davis because she is a citizen of the Commonwealth of Massachusetts.
4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Envisn has a principal place of business in this judicial district, and Ms. Davis resides in this judicial district.

FACTUAL ALLEGATIONS

A. Envisn's Development, Marketing, and Sale of Business Intelligence Software Tools.

5. Envisn was formed as a Massachusetts corporation in 1999 by Charles R. Ryan ("Mr. Ryan"). Mr. Ryan is the President and CEO of Envisn. He and his wife Linda are the sole shareholders in Envisn.

6. Envisn is a leading provider of business intelligence ("BI") administration tools.

7. BI tools are used to analyze complex and voluminous business data maintained by large companies, including sales, revenue, cost, income, and production data. BI tools can provide both predictive and historical information concerning trends within a business, and are thus critical for large enterprises in managing data and making decisions.

8. Envisn designs and markets a group of software products, which are used by enterprises to assist, facilitate, and enhance their use of a widely used BI software tool known as Cognos, which is presently owned and marketed by IBM.

9. Cognos, like other BI tools, allows its users to manage, process, and analyze a wide spectrum of business data. The tools provided by Envisn provide additional functionality, support, security, and automation for Cognos users. Thus, Cognos users employ Envisn's tools to make more sophisticated, productive, and secure use of Cognos software.

10. The software tools provided by Envisn include NetVisn, AutoVisn, DocVisn, and UniVisn. These and other tools provided by Envisn are protected by registered copyrights.

11. The tools were the product of years of conceptualization, development, and testing by Envisn. The underlying source code and architecture of the software, as well as their overall design, constitute valuable trade secrets of Envisn.

12. Conservatively estimated, Envisn has spent \$3.2 million developing these tools. The expense of developing the tools includes payments to in-house coders as well as consulting experts to code the software and ensure its functionality. Ms. Davis has been compensated approximately \$850,000.00 during her tenure with Envisn in developing the Envisn software tools.

13. Envisn's software tools are used solely by enterprises, and thus have no practical use for individual consumers in contrast to, for example, word processing software and other consumer tools. Large businesses are the primary customers of Envisn, which include major health care, financial, airline and aerospace entities.

14. The cost to the customers who purchase the tools varies considerably depending on factors such as the number of licenses and the particular tools used, with the per-customer cost ranging between \$40,000.00 and \$200,000.00.

B. The Downloading and Installation Process for Envisn's Software Tools.

15. All Envisn software is installed on the servers of Envisn's customers, which are commonly known as intranets. Prior to such installation, Envisn's software tools are maintained on a highly secure site called sharefile.com.

16. After an Envisn customer has made prior arrangements with Envisn for the purchase and installation of the software, Envisn then makes the tools available for download from sharefile.com. Envisn does so by accessing its secure account at sharefile.com via a secure password, and then generating a confidential link for the customer to download the software.

17. Any time a customer, or anyone, downloads a software product or update from sharefile.com, sharefile.com notifies Envisn through an email to Gary Larsen, Envisn's Technical Director. This protocol is in place specifically to ensure that unauthorized copies of

the software are not downloaded, and that only authorized access to Envisn's sharefile.com account occurs.

18. Prior to the actual use of the Envisn software tools, a customer needs to enter an authentication key. The keys are provided to customers by Envisn after the customer has downloaded the software. The keys are generated by Envisn using two programs known as Protection Plus and Easy Licenser.

19. Finally, in order to install and use the programs, a customer is required to agree with the terms of Envisn's "General Software License, Support, and Services Terms" ("the EULA") which contains the following provision:

8.0 PROPRIETARY RIGHTS

Licensee acknowledges Envisn's representation that the Software contains confidential and proprietary information and trade secrets belonging to Envisn and its licensors, and that title in and rights to the Software remains exclusively with Envisn. Licensee's rights to the Software are strictly limited to those granted in this Agreement. Licensee will not decompile, disassemble or otherwise reverse engineer the Software.

20. A key purpose of the above section of the EULA is to ensure that all licensees of the software agree not to infringe on Envisn's intellectual property rights by, without limitation, decompiling the software.

21. The multi-step protocols for purchasing, downloading, and activating the software have been put in place to protect Envisn's intellectual property rights, to ensure that all licenses to use Envisn's products are lawfully obtained, and to protect the security of Envisn and its customers.

C. Envisn's Use of salesforce.com to Store Confidential and Secret Customer Information.

22. Envisn utilizes the widely used, secure website known as salesforce.com to manage all customer information, including current customers and leads, customer support information, and contacts.

23. Salesforce.com is a highly secure website used by large enterprises throughout the United States. Only Envisn employees can access the sensitive company data maintained within Envisn's account at salesforce.com using secure passwords.

24. Possession of this information by someone outside Envisn, and especially a competitor of Envisn, would allow that person or entity to approach Envisn's sales prospects; to contact existing customers and underprice Envisn; and to otherwise interfere with Envisn's contractual and advantageous relationships.

D. Ms. Davis' Role at Envisn as Support Director.

25. Ms. Davis has worked for Envisn since 2000. Since 2005, and up until her sudden and unexpected resignation on November 28, 2011, she was the company's support director. In that position, she was charged with meeting all technical support needs of customers relative to the use of Envisn's software. She was responsible for providing customers with software updates, technical help, and other assistance.

26. Her job required intimate familiarity with the company's software products. It required frequent logging in to sharefile.com and salesforce.com, the websites that securely hold the confidential and proprietary information of the company.

27. On November 21, 2006, Ms. Davis executed a Confidentiality and Noncompetition Agreement ("the NDA") as a condition of her continuing employment with Envisn. A copy of the NDA is attached hereto as Exhibit "A." The Agreement provided, among other things, that:

"Trade Secrets" shall mean all documentation, software, know-how and information relating to past, present or future business of Envisn, or any plans therefor, or relating to the past, present or future business of a third party or plans therefor that are disclosed to Envisn, which Envisn either does not disclose to third parties without restrictions on use or further disclosure, or which Envisn protects against disclosure to third parties.

During the term of her employment with Envisn and thereafter, Davis shall treat Trade Secrets on a confidential basis and shall not disclose them to others without the prior written permission of Envisn, or use Trade Secrets for any purpose, other than for the performance of services for Envisn.

The Trade Secrets are the sole and exclusive property of Envisn, and Davis shall surrender possession of all Trade Secrets to Envisn upon request or upon any suspension, termination or resignation of Davis' employment with Envisn. If, after the suspension, termination or resignation of Davis' employment, Davis becomes aware of any Trade Secrets in her possession, Davis shall immediately surrender possession to Envisn.

During the term of Davis' employment with Envisn and for a period of six (6) months after any suspension, termination for cause or resignation of Davis' employment with Envisn. . . Davis shall not. . . herself directly or indirectly with any products or services marketed or offered by Envisn....[and] shall not contact, directly or indirectly, any customer of Envisn within whom Davis had contact with during the last one (1) year of Davis' employment hereunder except to make a request for a personal reference.

28. Ms. Davis received valuable in-house training at Envisn, and also took various outside Cognos training courses, at the expense of Envisn. All of this training enhanced her understanding of the unique interaction between Envisn's tools and Cognos, and of the unique technical behavior and attributes of Envisn's products.

29. Ms. Davis was integrally and often solely involved with providing the software to customers and maintaining customer data. Purchases of Envisn products typically occurred as follows:

-After negotiations between Mr. Ryan and a prospective customer concerning pricing and other matters, Ms. Davis would receive a purchase order for the particular product or products. She would then enter the purchase order and other customer information into salesforce.com, using her Envisn password to access salesforce.com.

-She would then set up a secure link to sharefile.com, and provide that link to the customer. The customer could then download the software from sharefile.com.

-Finally, Ms. Davis would generate authentication codes and provide them to the customers, thus allowing the customer to use the program.

30. Ms. Davis thus had access, via Envisn's carefully managed security protocols, to the software tools housed at sharefile.com. She also had access, again via security protocols, to the sensitive customer information stored by Envisn at salesforce.com. Finally, she had access, again via security protocols, to the software tools used by Envisn to generate authentication codes.

E. Ms. Davis' Computer Use.

31. Throughout her more than ten years at the company, Ms. Davis worked almost exclusively either on a desktop computer on the Envisn premises, or on a laptop provided to her by the company. Ms. Davis also has a personal computer at home, that upon information and belief, but has used that computer for Envisn business on a handful of occasions.

32. One such occasion occurred for several days commencing on or about November 1, 2011, when due to a snowstorm Envisn was left without power. Ms. Davis was given permission to work from her home.

33. While working at home at this time, Davis accessed Envisn's sharefile.com account, as she would in the ordinary course of business.

34. Sharefile.com, in addition to providing notification emails to Envisn any time someone downloads a software product, maintains a record of all entries into Envisn sharefile.com accounts. A record of all of Davis' sharefile.com entries during the month of November is attached hereto as Exhibit "B." That report demonstrates that, on the 1st, 2nd, and

3rd of November, the computer with the Internet Protocol (“IP”) address 76.24.128.79 accessed the Envisn sharefile.com account.

35. Upon information and belief Plaintiff alleges this is the IP address for Davis’ computer. This is demonstrated by the fact that a computer with that same IP address accessed the sharefile.com account in the hours immediately preceding Davis’ sudden resignation.

F. Ms. Davis’ Resignation, Illegal Copying of Envisn Software, and Accessing of Envisn’s Customer Information.

36. Ms. Davis suddenly and unexpectedly resigned her position at Envisn through an email sent to Mr. Ryan at 8:15 a.m. on November 28, 2011. A copy of this email is attached hereto as Exhibit “C.”

37. Prior to her resignation, Ms. Davis took covert actions that same morning to make illegal copies of Envisn’s software and to access confidential customer information. She did so with the obvious intent of completing her unlawful actions before tendering her resignation. Ms. Davis had knowledge that upon resignation her ability to access such information would cease.

38. Specifically, Ms. Davis first logged into sharefile.com at 6:04 a.m. on November 28, 2011, from her home computer. At 6:08 a.m., she downloaded a copy of AutoVisn to her home computer. This activity, and Davis’ subsequent illegal downloads, are documented in the report of Davis’ November activity on sharefile.com previously identified and attached as Exhibit “B.”

39. As discussed above, any time an individual downloads a copy of any Envisn tool to their device, sharefile.com automatically sends an email to Mr. Larsen, Envisn’s technical director, indicating this has occurred. This process is used to ensure that no copies of the programs are illegally downloaded. Thus, as soon as Ms. Davis had completed her illegal

download of AutoVisn, a record of this activity was sent to Mr. Larsen from sharefile.com. These emails from sharefile.com are attached hereto as Exhibit "D."

40. As further discussed above, Ms. Davis had used her home computer for Envisn business over the period of November 1st – 3rd, thus leaving a record of her computer's IP address accessing Envisn's servers. The November 2011 sharefile.com report (Exhibit "B") demonstrates that the download of AutoVisn – as well as the other downloads Ms. Davis would accomplish on the morning of November 28th – had occurred from that same IP address.

41. At 6:09 a.m., per Exhibit "B" Ms. Davis downloaded an Envisn tool known as AutoVisn Smart Start.

42. At 6:10 a.m., per Exhibit "B", Ms. Davis downloaded an Envisn tool known as AutoVisn Admin.

43. Then, at 6:14 a.m., Ms. Davis turned her efforts to accessing the confidential information, which Envisn stores at salesforce.com. These actions are documented in the salesforce.com sheets of Davis' November activity attached hereto as Exhibit "E."

44. Specifically, Ms. Davis sought to log in to Envisn's salesforce.com account at 6:11 a.m.

45. Ms. Davis' initial effort to log in to salesforce.com was unsuccessful, however, because Plaintiff alleges she had never before logged into Envisn's salesforce.com account from her home computer. Salesforce.com security procedures require that, prior to accessing an account for the first time from a particular computer, said computer must be "activated" relative to the specific salesforce.com account in question.

46. Stymied in her efforts to obtain confidential customer information prior to her resignation, Ms. Davis emailed salesforce.com to obtain an activation code for her computer.

She received this activation email, a copy of which is attached hereto as Exhibit "F," at 6:14 a.m. on November 28, 2011.

47. Within seconds of receiving the activation email from salesforce.com, Ms. Davis successfully logged into the Envisn account, thus gaining access to all of Envisn's confidential customer information.

48. After apparently spending about twenty (20) minutes within Envisn's salesforce.com account, Ms. Davis returned her attention to illegally downloading copies of Envisn's software.

49. Specifically, at 6:33 a.m., she downloaded from sharefile.com a program called NetVisn Beta 6.0. (Exhibit "B.") As the name indicates, this is a so-called "beta" or test version of Envisn's NetVisn product. This highly sensitive test version of the program has been provided to only two Envisn customers as of the date of the filing of this Verified Complaint.

50. Having now obtained copies of at least four separate Envisn tools, Ms. Davis again logged into salesforce.com at 6:41 a.m., as demonstrated by the report attached hereto as Exhibit "E."

51. Salesforce.com has been unable to provide a precise record of what was accomplished when Ms. Davis logged in at 6:14 a.m. and again at 6:41 a.m. However, it is beyond doubt that during those periods she accessed extremely sensitive information that would allow her to download that information to her own computers. Having such information would allow her, following her departure from Envisn, to contact customers in violation of the NDA; sell her illegally obtained copies of Envisn's software to these customers, or to potential customers; and provide this customer information to competitors of Envisn.

52. On November 28, 2011 at about 8:15 a.m., Mr. Ryan received an email from Ms. Davis, who was then the Support Director at Envisn, entitled "Resignation." It indicated Ms. Davis was resigning from Envisn effective immediately. A copy of the email is attached hereto as Exhibit "C."

53. Ms. Davis clearly understood that once Envisn knew of her resignation, its first step would be to restrict her access to all of Envisn systems and applications, including those at sharefile.com and salesforce.com. Thus, she acted covertly to undertake these unlawful actions and then immediately resigned to allow herself to benefit from her actions.

54. On December 6, 2011, counsel for Envisn sent a letter to counsel for Ms. Davis, demanding that Ms. Davis take the following steps, *inter alia*, within twenty-four (24) hours:

- Return her unlawfully obtained copy of the software and destroy her copy of the software, and any component or other aspect of the software, within 24 hours;
- Certify within 24 hours that she had not disclosed or transferred the software to any third party, and that she would not disclose or use any confidential or proprietary information of Envisn at any time in the future;
- Certify that she has destroyed any copies of the software or related information; and
- Allow an inspection of her electronic devices to ensure that she had destroyed all copies of Envisn's intellectual property thereon.

A copy of this demand letter is attached hereto as Exhibit "G."

55. Ms. Davis did not respond in writing. However, her counsel indicated orally that Ms. Davis would not comply with Envisn's terms and conditions.

G. Davis' Contact With Envisn Customers.

56. The Agreement executed by Davis on November 21, 2006, provides that for six months following her departure from Envisn she "shall not contact, directly or indirectly, any

customer of Envisn within whom Davis had contact with during the last one (1) year of Davis' employment hereunder except to make a request for a personal reference."

57. Upon information and belief, Davis contacted employees of three critical customers of Envisn on November 28, 2011; December 2, 2011; and December 3, 2011. The November 28th contact was made just twelve (12) hours after her resignation.

58. These contacts are evidenced by automated, confirmatory emails from LinkedIn, a leading business networking site, indicating that Davis had "connected" with these individuals. The confirmatory emails came into Davis' Envisn email account, which she had not deactivated, on those dates. Each of the emails stated "Kathie, Congratulations" and indicated Davis was now "connected" with the representatives of these critical Envisn customers.

59. These confirmatory emails are in Envisn's possession, but have not been attached to this complaint, given that the identities of Envisn's clients constitute highly sensitive and confidential information, and since the emails contain personal information concerning the individuals Davis contacted.

60. The strong likelihood that Davis was able to contact these individuals as a result of the information she obtained from Envisn's salesforce.com account on the morning of November 28th, indicates that she downloaded or otherwise copied sensitive and secret information from that account. The LinkedIn contacts were made to individuals who were integrally involved in their company's relationship with Envisn.

61. Davis' actions in contacting these individuals constitute a gross and willful breach of her obligations under the NDA.

H. The Ongoing and Future Harm to Envisn From Ms. Davis' Actions.

62. Ms. Davis is currently in possession of illegally obtained copies of four of Envisn's software products including a beta product. She has refused to comply with Envisn's demands to return Envisn's property or to offer any substantive assurances that she will not use it.

63. As a result of her lengthy tenure at Envisn, Ms. Davis has unique knowledge of Envisn's software products, business practices, and customer base.

64. Through a process known as "decompiling," it is possible to break software products down into their source code. By accessing the source code in this manner, it in turn becomes possible to create similar, infringing software products by using this intellectual property as a foundation.

65. Ms. Davis is familiar with decompiling software and has knowledge as to the process of decompiling Envisn software.

66. As a result of Ms. Davis' years of intimate work with Envisn's software, she has unique knowledge of the software's behavior, attributes, and functions. She is thus specifically well situated, without limitation, to provide information about the software's technical aspects to a third party, and to work with such third party in developing a "knock-off" of Envisn's products with exact similar functionality.

67. Ms. Davis also has intimate knowledge of Envisn's customer base. And as detailed above, took steps to access Envisn's confidential database of customer information within minutes of illegally copying Envisn's software tools.

68. Using the copies of Envisn's tools she has on her home computer, Ms. Davis has the ability to make an infinite number of additional copies. Indeed, she is likely to have already

copied the tools to additional devices in her possession, as well as onto remote servers in “the cloud.”

69. Upon information and belief, Ms. Davis’ knowledge of Envisn’s tools and of Envisn’s procedures for authenticating software licenses also gives her the ability, without limitation, to circumvent the need for authenticating the software. This process, known as “cracking” a license code, offers the ability to use a software product without an authentication key, and is a perennial problem for all software providers. A “cracked” product can be freely used by anyone in possession of an illegal copy of software.

70. Thus, as a result of her possession of illegal copies which themselves may be infinitely copied, and as a result of her unique understanding of the products, Ms. Davis could “crack” the licenses and then provide free copies of the software to any third party.

71. Ms. Davis is also in a position to provide the illegal copies to third parties. She could easily assist the third parties, armed with her specialized knowledge of the software, in decompiling or cracking the softwares.

72. Any of the above actions could lead to the destruction of Envisn’s business. Once a competing tool is developed using Envisn’s proprietary source code, it would be impossible for Envisn to regain its competitive advantage and position in the marketplace. This would constitute irreparable harm to Envisn.

73. Ms. Davis also has the ability, as a result of her knowledge of Envisn’s customer base – including her intrusion into salesforce.com on the same morning she was stealing Envisn’s software – to identify and approach Envisn’s customers. Not only does the NDA she executed expressly prohibit this, but also she is likely now in possession of customer information downloaded from salesforce.com during her intrusion on the morning of November 28, 2011.

74. Ms. Davis' malicious intent is clearly demonstrated by the sequence of her actions on the morning of November 28, 2011, as well as her resolute and total refusal to return the stolen property.

75. There is no reason Ms. Davis would have stolen the software other than to further her own business interests and to harm those of Envisn. Envisn's software has no practical use to an individual user, meaning the only productive use of the software Ms. Davis could make would be to provide it to third parties, decompile it, crack it, or otherwise infringe Envisn's rights.

76. As discussed, the minimum value of a single license in these softwares would be \$40,000.00, and more likely would be over \$100,000.00. For each copy that is made, this number is doubled. Ms. Davis has the ability to make an infinite number of copies. The dissemination of the software to third parties will ultimately destroy Envisn's business.

77. Davis took immediate steps, following her departure, to contact Envisn customers, in gross violation of the NDA. The strong likelihood is that she is in present contact with these and other customers of Envisn and is working to damage or destroy Envisn's customer relationships.

78. Envisn is thus presently operating in a situation where its core intellectual property and its sensitive customer information have been grossly compromised, and where irreparable harm to the company is occurring on a daily or even hourly basis. The company's future is damaged due to Davis' possession of Envisn's trade secrets and her ability to disseminate this information.

COUNT I

(Violation of 18 U.S.C. § 1030)

79. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth herein.

80. 18 U.S.C. § 1030, the Computer Fraud and Abuse Act (CFAA) makes it unlawful to:

knowingly and with the intent to defraud ... exceed [] authorized access [of a protected computer], and by means of such conduct further [] the intended fraud and obtain [] anything of value.

81. The statute defines “exceeds authorized access” as “to access a computer with authorization and to use such access to obtain or alter information in the computer that the accesser is not entitled so to obtain or alter.” *Id.* § 1030(e)(6).

82. The CFAA furnishes a civil remedy for individuals who suffer damages or loss as a result of violations of the statute.

83. Ms. Davis exceeded her authorized access to Envisn’s software stored at sharefile.com to obtain information that she was not authorized to obtain. Specifically, without authorization she illegally copied Envisn’s software tools onto her home computer.

84. Ms. Davis took these actions knowingly and with intent to defraud.

85. Through these actions, Ms. Davis furthered her intended fraud and obtained something of value.

86. Ms. Davis’ actions caused Envisn to suffer losses aggregating at least \$5,000 in value, as required by the statute.

COUNT II

(Uniform Trade Secrets Act)

87. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth here.

88. Ms. Davis' actions are in violation of the Federal Uniform Trade Secret Act, as amended.

89. Ms. Davis did steal Envisn's trade secrets with knowledge that said trade secrets were at all times a product of Envisn and constituted a trade secret of the company.

90. As a result of Ms. Davis' theft of Envisn's trade secrets, Envisn has suffered irreparable harm and has suffered damages in an amount to be shown at trial.

COUNT III

(Misappropriation of Trade Secrets)

91. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth here.

92. A trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business, and which provides an opportunity to obtain an advantage over competitors who do not know or use it.

93. Ms. Davis illegally copied Envisn software products, which contain underlying source code and other intellectual property elements. Envisn has at all times acted diligently to preserve the secrecy of this information by (1) requiring password security to access the software via sharefile.com; (2) receiving automatic notification from sharefile.com anytime a copy of the software is downloaded; (3) limiting downloads to customers who have paid for the software; and (4) requiring customers to receive authentication codes prior to using the software.

94. By accessing and illegally copying the software, and using her Envisn password to access the servers of sharefile.com, Ms. Davis used improper means in breach of a confidential relationship to acquire the trade secrets.

95. For software, trade secret protection is not limited to the source code. Rather, the overall design of software can constitute a trade secret.

96. Ms. Davis also accessed Envisn's proprietary and confidential customer information in its salesforce.com account, information that also constitutes trade secrets. That information was diligently protected through the use of secure passwords and reliance upon the gold-standard security practices of salesforce.com.

97. As a result of Ms. Davis' theft of Envisn's trade secrets, Envisn has suffered irreparable harm and has also suffered damages in an amount to be determined at trial.

COUNT IV
(Breach of Contract)

98. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth here.

99. The NDA executed by Davis on November 21, 2006, required Ms. Davis to, among other things: (1) treat Envisn's trade secrets as confidential and not disclose them to any third party; (2) surrender possession of any and all trade secrets in her possession following her departure from the company; and (3) refrain from certain competitive activities for six months following her departure from the company.

100. Ms. Davis breached the NDA by, among other things, (1) illegally copying the Envisn's software, which contains trade secrets; (2) refusing to return the trade secrets she has stolen; and (3) accessing customer information, which also constitute trade secrets, at the same

time as she was stealing the software, thus indicating her intent to misappropriate the confidential customer information.

101. As a result of Davis' breaches, Envisn is suffering irreparable harm and damages in an amount to be determined at trial.

COUNT V
(Unfair and Deceptive Business Practices)

102. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth here.

103. Ms. Davis engaged in unlawful actions immediately prior to her departure from Envisn, including (1) illegally copying the Envisn's software, which contains trade secrets; (2) refusing to return the trade secrets she has stolen; and (3) accessing customer information, which also constitute trade secrets, at the same time as she was stealing the software, thus indicating her intent to misappropriate the confidential customer information.

104. Davis's actions constitute malicious efforts to harm Envisn. Her actions involved significant and intentional deception, including the surreptitious use of her home computer to illegally copy Envisn's software and to access confidential customer information at the same time as she was copying the software.

105. These actions constitute unfair and deceptive business practices within the meaning of Mass. Gen. L. Chapter 93A.

106. As confirmed recently by the Massachusetts Appeals Court in Specialized Technology Resources, Inc. v. JPS Elastomerics Corp., 80 Mass.App.Ct. 841 (2011) ("former employer-employee relationship between STR and Galica does not stand as a bar to STR's c. 93A claim against either Galica or JPS"), where an employee misappropriates trade secrets, she may face liability under Chapter 93A.

107. Davis' actions as described above occurred primarily and substantially in Massachusetts.

108. As a result of her intentional actions to damage Envisn and obtain information to be used for her own competitive advantage, as well as her intent to resign immediately following her illegal actions, Ms. Davis on the morning of November 28, 2011, was acting not as an employee but as a competitor and foe intent on harming or destroying Envisn. Therefor, she was at all relevant times engaged in trade and commerce within the meaning of Mass. Gen. L. c. 93A, § 11, and has continued to so act with respect to Envisn following her departure from Envisn.

109. As a result of Defendant's unfair and deceptive conduct, Envisn has been damaged in an amount to be determined at trial.

COUNT VI
(Violation of Mass. Gen. L. c. 93, § 42)

110. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth here.

111. Mass. Gen. L. c. 93, § 42 states in relevant parts: "Whoever embezzles, steals or unlawfully takes, carries away, conceals, or copies, or by fraud or by deception obtains, from any person or corporation, with intent to convert to his own use, any trade secret, regardless of value, shall be liable in tort to such person or corporation for all damages resulting therefrom..."

112. Ms. Davis did violate Mass. Gen. L. c. 93, § 42 by her actions.

113. As a result of Ms. Davis' violation of said statute, Envisn has suffered damages and continues to so suffer as will be evidenced at trial in an amount to be shown at trial.

COUNT VII

(Injunctive Relief)

114. Envisn repeats and incorporates the allegations contained in all preceding paragraphs as if fully set forth here.

115. Davis is unlawfully in possession of trade secrets and/or valuable confidential information of Envisn.

116. She has refused to return this property, and has refused to confirm that she will not use it in trade or commerce.

117. Davis' actions have left her in a position to (1) decompile Envisn's software, thus revealing its source code; (2) "crack" the software, thus allowing her or third parties to use the software without compensation to Envisn, thus devaluing the company and eroding or destroying its competitive position; and (3) contact customers and potential customers of Envisn using confidential information which she accessed through Envisn's salesforce.com account.

118. As a result of Davis' actions, Envisn is suffering and/or will suffer substantial, irreparable injury that is not accurately measurable or adequately compensable by money damages.

119. Given the ongoing harm to Envisn, and the lack of any harm to Davis, which would arise from injunctive relief, the balance of hardships favors Envisn with respect to any injunctive relief.

120. The public interest would not be disserved by a permanent injunction, given that the public interest is in fact disserved by allowing inventors of software to have their interests in said software to be damaged or destroyed.

121. Therefore, Envisn requests that the Court enter a permanent injunction to protect Envisn's interests in this matter and to restrain Davis from taking any actions to harm Envisn's interests, the form of such injunction to follow that set forth in Envisn's request for a preliminary injunction and temporary restraining order in this matter.

PRAVERS FOR RELIEF

The plaintiff, Envisn, Inc., respectfully requests that this Court:

1. Grant it judgment against Defendants on Counts I-VII;
2. Enter an award of damages in the amount of at least \$10,000,000.00 against Defendant to compensate Envisn for the unlawful actions of Ms. Davis;
3. Treble any award of damages against Defendant pursuant to M.G.L. c. 93A, § 11 and/or any other relevant statute allowing an award of multiple damages in the case of unfair and deceptive business practices;
4. Enter an award of attorneys' fees and costs against Defendant on Envisn's behalf pursuant to M.G.L.93A, § 11 and/or any other appropriate statute;
5. Enter preliminary and permanent injunctive relief to protect Envisn from the actions of Ms. Davis in, without limitation, utilizing Envisn's software or customer information in any fashion;
6. Grant Envisn such further relief as is just, warranted, and reasonable under the circumstances.

JURY DEMAND

Envisn, Inc. hereby demands a trial by jury on all counts so triable.

VERIFICATION OF COMPLAINT

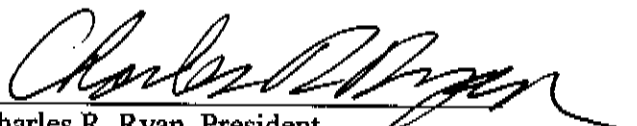
COMMONWEALTH OF MASSACHUSETTS

WORCESTER COUNTY


I, Charles R. Ryan, being first duly sworn, depose and say: I am the President of the plaintiff corporation, Envisn, Inc., named in the above-entitled matter; I make this affidavit in behalf of that corporation; I have read the foregoing Verified Complaint and Jury Demand and know the contents thereof and the same are true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matter I believe it to be true.

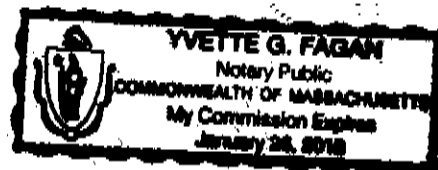
16 DECEMBER 2011

Dated:


Charles R. Ryan, President,
Envisn, Inc.
233 Ayer Road
Harvard, MA 01451
978.779.0400


Subscribed and sworn the above, Charles R. Ryan, President, Envisn, Inc., before me this 16th day of December 2011.


Notary Public, Yvette G. Fagan
My commission expires: January 26, 2018



Respectfully Submitted,
ENVISN, INC.,

By its attorneys,

Two handwritten signatures in black ink. The first signature is a stylized 'FJ' for Thomas J. Frain, and the second is a stylized 'CH' for C. Alex Hahn.

Thomas J. Frain (BBO # 567089)
C. Alex Hahn (BBO #634133)
Frank E. Bonanni (BBO# 566806)
Frain and Associates
563 Main Street
Bolton, MA 01740
Phone: (978) 779-0749

Dated: December 16, 2011

EXHIBIT “A”

CONFIDENTIALITY AND NONCOMPETITIVE AGREEMENT

In consideration of the employment of Kathleen B. Davis, an individual (hereinafter referred to as "Davis"), by Envisn, Inc., a Massachusetts corporation (hereinafter referred to as "Envisn"), and the attendant benefits flowing to Davis therefrom and other valuable consideration, the receipt of which are hereby acknowledged, Envisn and Davis agree as follows:

1. Definitions. For purposes of this Agreement the following definitions shall apply:
 - a. "Inventions" shall mean all patents, pending or otherwise, inventions, improvements, modifications and enhancements, whether or not patentable, made, designed or programmed by Davis during Davis' employment with Envisn.
 - b. "Work Product" shall mean all documentation, software, creative works, know-how and information created, in whole or in part, by Davis during Davis' employment by Envisn whether or not copyrightable or otherwise protectable, excluding Inventions and Trade Secrets.
 - c. "Trade Secrets" shall mean all documentation, software, know-how and information relating to past, present or future business of Envisn, or any plans therefor, or relating to the past, present or future business of a third party or plans therefor that are disclosed to Envisn, which Envisn either does not disclose to third parties without restrictions on use or further disclosure, or which Envisn protects against disclosure to third parties.
2. Davis' Obligations Concerning Inventions and Work Product.
 - a. Davis shall promptly disclose to Envisn all Inventions and keep accurate records relating to the conception and reduction to practice of all Inventions. Such records shall be the sole and exclusive property of Envisn and Davis shall surrender possession of such records to Envisn upon any request by Envisn or any suspension, termination or resignation of employment of Davis by Envisn.
 - b. Davis hereby assigns to Envisn, without any additional consideration to Davis, the entire right, title and interest in and to the Inventions and Work Product and in and to all proprietary rights therein and based thereon. Davis agrees that the Work Product shall be deemed to be a "work made for hire". Davis shall execute all such assignments, oaths, declarations and other documents as may be prepared by Envisn to effect the foregoing.
 - c. Davis shall provide Envisn with all information, documentation and assistance Envisn may request to perfect, enforce, or defend the proprietary rights in or based on the Inventions, Work Product or Trade Secrets. Envisn, in its sole discretion, shall determine the extent of proprietary rights, if any, to be protected in or based on the Inventions and Work Product. All such information, documentation, and assistance shall be at no additional expense of Envisn while Davis is employed by Envisn, except for out-of-pocket expenses that Davis incurred at Envisn's request. If Davis is

no longer employed by Envisn, Envisn shall compensate Davis at the rate of \$55.00 per hour, or Davis' final rate of pay as an Envisn employee, whichever is greater, for any such assistance.

3. Davis' Obligations Concerning Trade Secrets.

- a. During the term of her employment with Envisn and thereafter, Davis shall treat Trade Secrets on a confidential basis and shall not disclose them to others without the prior written permission of Envisn, or use Trade Secrets for any purpose, other than for the performance of services for Envisn.
- b. The Trade Secrets are the sole and exclusive property of Envisn, and Davis shall surrender possession of all Trade Secrets to Envisn upon request or upon any suspension, termination or resignation of Davis' employment with Envisn. If, after the suspension, termination or resignation of Davis' employment, Davis becomes aware of any Trade Secrets in her possession, Davis shall immediately surrender possession to Envisn.

4. Competitive Activities.

- a. During the term of Davis' employment with Envisn and for a period of six (6) months after any suspension, termination for cause or resignation of Davis' employment with Envisn or the mutual termination of this Agreement, Davis shall not:
 - a. Directly or indirectly own or purchase an interest in any entity competing directly or indirectly with Envisn.
 - b. Herself compete directly or indirectly with any products or services marketed or offered by Envisn; and
 - c. Engage in any activities that could be deemed to be a conflict of interest.
- b. During the period of six (6) months after any suspension, termination for cause or resignation of Davis' employment with Envisn or the mutual termination of this Agreement, Davis shall not contact, directly or indirectly, any customer of Envisn with whom Davis had contact with during the last one (1) year of Davis' employment hereunder except to make a request for a personal reference.

5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

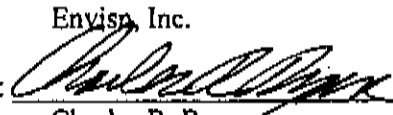
6. Unenforceability. If any provision of this Agreement is determined to be invalid and/or unenforceable by a final decision of a court of competent jurisdiction, it shall not effect the remainder of this Agreement, which shall survive and remain in full force and effect.

7. Survival. Any termination or expiration of this Agreement or suspension or termination of Davis' employment with Envisn notwithstanding, the provisions of this Agreement that are intended to continue and survive shall so continue and survive, including, but not limited to, the provisions of paragraphs 2, 3, 4, 7 and 8. This Agreement and all rights hereunder shall inure to the benefit of Envisn, its successors and assigns.
8. Cumulative Remedies. All rights and remedies of Envisn shall be cumulative, and Envisn shall have the right to obtain specific performance against Davis for the enforcement of this Agreement.
9. Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
10. This Agreement, executed in multiple counterparts and via facsimile, is intended to take effect as a sealed instrument.

The undersigned has read and understood the foregoing and agrees to be bound hereby:


Kathleen B. Davis

The foregoing was executed by Kathleen B. Davis and accepted on behalf of Envisn

Envisn, Inc.
By: 
Charles R. Ryan
President

Date: November 21, 2006

EXHIBIT “B”

Rick Ryan

From: Leia Stallings [noreply@sf-notifications.com]
Sent: Tuesday, December 06, 2011 9:36 AM
To: charles.ryan@envisn.com
Subject: ShareFile [#a4b05ef9d#]

Rick,

Thank you for contacting ShareFile Support. I have put together all activity from Nov 1st for the user Kathie Davis. You can download the report at the link below:

<https://labs.sharefile.com/d/s5d972978bd64e3bb>

Let us know if you have any other questions.

Sincerely,

Leia Stallings
ShareFile Customer Support
1-800-441-3453

Please take a second to rate my reply...

It Was Great

Fast, Friendly, Helpful,
Pleasant. Great Job!

It Was OK

Fine, but definitely could
have been better.

It Wasn't Good

Unfortunately, I wasn't
happy with it at all.

Name	Date & Time	Activity	Browser	Path	Additional Info	IP Address	City
Kathie Davis	11/28/11 1:17 PM	ReAssignGroups	{Windows XP}{Firefox}[8.0]		7c8c3885-4bed-42dc-a0f6-5c71a638bd35 -> 84b91c42-e532-4f62-68-191.255.250	68.191.255.250	WORCESTER, MASSACHUSETTS
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Kathie Davis	11/28/11 6:24 AM	Download	{Windows XP}{Firefox}[3.5.16]		/C8 jars	76.24.128.79	CLINTON, MASSACHUSETTS
Kathie Davis	11/28/11 6:23 AM	Download	{Windows XP}{Firefox}[3.5.16]		/C8 jars	76.24.128.79	CLINTON, MASSACHUSETTS
Kathie Davis	11/28/11 6:23 AM	Login	{Windows XP}{Firefox}[3.5.16]		kathie.davis@envision.com	76.24.128.79	CLINTON, MASSACHUSETTS
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Kathie Davis	11/22/11 11:34 AM	Item_Delete	{Windows XP}{IE}[7.0]		/NetVisn/Excellus/netvisn_4.4.4506_patch.jar	68.191.255.250	WORCESTER, MASSACHUSETTS
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[illegible]

Name	Date & Time	Activity	Browser	Path	Additional Info	IP Address	City
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Kathie Davis	11/1/11 3:53 PM	Item_Delete	{Windows 7\IE\9.0}		/Misc/Gary/20111026-1.zip	71.233.63.93	BOLTON, MASSACHUSETTS
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Kathie Davis	11/1/11 3:52 PM	Item_Delete	{Windows 7\IE\9.0}		/Desjardins/AutoVsn 5.0.0.119.msi	71.233.63.93	BOLTON, MASSACHUSETTS
Kathie Davis	11/1/11 3:52 PM	Item_Delete	{Windows 7\IE\9.0}		/Desjardins/setupWA_119.msi	71.233.63.93	BOLTON, MASSACHUSETTS
Kathie Davis	11/1/11 3:52 PM	Item_Delete	{Windows 7\IE\9.0}		/Desjardins/SetupRA_119.msi	71.233.63.93	BOLTON, MASSACHUSETTS
Kathie Davis	11/1/11 3:51 PM	Login	{Windows 7\IE\9.0}		/Americany/netvsn-appdata-2011-05-21T1234.zip	71.233.63.93	BOLTON, MASSACHUSETTS
Kathie Davis	11/1/11 3:27 PM	Login	{Windows 7\Firefox\3.6.23}		kathie.davis@envision.com	71.233.63.93	BOLTON, MASSACHUSETTS
Kathie Davis					kathie.davis@envision.com	71.233.63.93	BOLTON, MASSACHUSETTS

Document received from ShareFile on Tuesday, December 6, 2011
Sent by Lela Stallings, ShareFile Customer Support, 1-800-441-3451

EXHIBIT “C”

Rick Ryan

From: Kathie Davis [kathie.davis@envisn.com]
Sent: Monday, November 28, 2011 8:14 AM
To: charles.ryan@envisn.com
Subject: Resignation

Novemebr 28th. 2011

Mr Ryan,

I am writing you to officially tender my resignation from Envisn as Support Director. Although it is customary to provide two weeks notice, I feel my own safety in the current work environment is at risk. Therefore, I find to necessary to make this effective immediately.

While I greatly appreciated most of my time with your company, the changes which have transpired over the last year have made it impossible to continue working at Envisn.

Please let me know how I can be of assistance during this transition.

Sincerely,

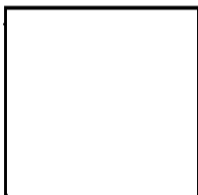
Kathleen Davis

EXHIBIT “D”

Rick Ryan

From: Gary Larsen [gary.larsen@envirn.com]
Sent: Monday, November 28, 2011 1:11 PM
To: 'Rick Ryan'
Subject: FW: Kathie Davis (Envisn) has downloaded files from the 'AutoVisn 3.8.10' folder

From: ShareFile Notifications [mailto:noreply@sf-notifications.com]
Sent: Monday, November 28, 2011 6:08 AM
To: gary.larsen@envirn.com
Subject: Kathie Davis (Envisn) has downloaded files from the 'AutoVisn 3.8.10' folder



Gary,

Kathie Davis (Envisn) downloaded the following files/folders from the 'AutoVisn/AutoVisn 3.8.10' folder at 11/28/2011 6:08 AM:

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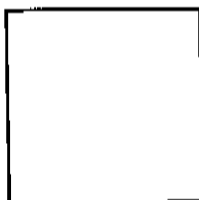
[Click here to change how often ShareFile sends emails.](#)

Powered by ShareFile

Rick Ryan

From: Gary Larsen [gary.larsen@envirn.com]
Sent: Monday, November 28, 2011 1:12 PM
To: 'Rick Ryan'
Subject: FW: Kathie Davis (Envisn) has downloaded files from the 'AutoVisn Adm' folder

From: ShareFile Notifications [mailto:noreply@sf-notifications.com]
Sent: Monday, November 28, 2011 6:10 AM
To: gary.larsen@envirn.com
Subject: Kathie Davis (Envisn) has downloaded files from the 'AutoVisn Adm' folder



Gary,

Kathie Davis (Envisn) downloaded the following files/folders from the '[AutoVisn/AutoVisn Adm](#)' folder at 11/28/2011 6:10 AM:

AutoVisn 5.0.0.122.msi
setupWA 5.0.0.122.msi
setupRA 5.0.0.122.msi

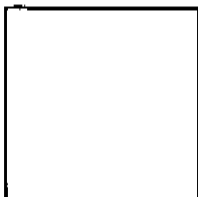
[Click here to change how often ShareFile sends emails.](#)

Powered by [ShareFile](#)

Rick Ryan

From: Gary Larsen [gary.larsen@envision.com]
Sent: Monday, November 28, 2011 1:12 PM
To: 'Rick Ryan'
Subject: FW: Kathie Davis (Envision) has downloaded files from the 'NetVisn Beta 6.0' folder

From: ShareFile Notifications [mailto:noreply@sf-notifications.com]
Sent: Monday, November 28, 2011 6:34 AM
To: gary.larsen@envision.com
Subject: Kathie Davis (Envision) has downloaded files from the 'NetVisn Beta 6.0' folder



Gary,

Kathie Davis (Envision) downloaded the following files/folders from the 'NetVisn/NetVisn Beta 6.0' folder at 11/28/2011 6:33 AM:

Entire 'NetVisn Beta 6.0' folder was downloaded (5 files total)

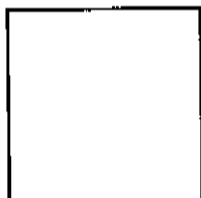
[Click here to change how often ShareFile sends emails.](#)

Powered by ShareFile

Rick Ryan

From: Gary Larsen [gary.larsen@envirn.com]
Sent: Monday, November 28, 2011 1:11 PM
To: 'Rick Ryan'
Subject: FW: Kathie Davis (Envisn) has downloaded files from the 'SmartStart' folder

From: ShareFile Notifications [mailto:noreply@sf-notifications.com]
Sent: Monday, November 28, 2011 6:09 AM
To: gary.larsen@envirn.com
Subject: Kathie Davis (Envisn) has downloaded files from the 'SmartStart' folder



Gary,

Kathie Davis (Envisn) downloaded the following files/folders from the 'AutoVisn/SmartStart' folder at 11/28/2011 6:08 AM:

RunApp.bat
SmartStartImpl.doc
Update.5.0.0.130.zip
SmartStart.exe.config
SmartStart.exe
wait.bat

[Click here to change how often ShareFile sends emails.](#)

Powered by ShareFile

EXHIBIT “E”



Search All...
Options...

Search

Home Chatter Accounts Contacts Leads Portals

Expand All | Collapse All
Quick Find

User

Kathie Davis

Edit Layout | User Profile | Help for this Page

Permission Set Assignments [0] | Personal Groups [0] | Public Group Membership [0] | Queue Membership [0] | Managers in the Role Hierarchy [0] | Remote Access [0] | Login History [10]

Force.com Home

User Detail

Edit Reset Password

Personal Setup <ul style="list-style-type: none">My Personal InformationEmailImportDesktop IntegrationMy Chatter Settings	Name	Kathie Davis	Role	Salesforce
	Alias	Kath	User License	System Administrator
	Email	kathie.davis@envision.com	Profile	Active
	Username	kathie.davis@envision.com	Marketing User	
	Community Nickname	Kath	Offline User	
App Setup <ul style="list-style-type: none">CustomizeCreateDevelop	Title	Senior Technical Lead	Sales Anywhere User	
	Company	Envision, Inc.	Accessibility Mode	
	Department	Development	Color-Blind Palette on Charts	
	Division	Bolton	Salesforce CRM Content User	
	Address	233 Ayer Road Harvard, MA 01451 USA		
Administration Setup <ul style="list-style-type: none">Manage Users	Time Zone	(GMT-05:00) Eastern Standard Time (America/New_York)	Receives Salesforce CRM Content Email Alerts	✓
	Locale	English (United States)	Receives Salesforce CRM Content Alerts as Daily Digest	✓
	Language	English	Make Setup My Default Landing Page	✓
	Newsletter		Force.com Quick Access Menu	✓
	Admin Newsletter	✓	Development Mode	
Company Profile	Mass Email Users		Show View State in Development Mode	
	Roles		Allow Forecasting	✓
	Permission Sets New!		Checkout Enabled	
	Public Groups		Call Center	
	Queues		Phone	(978) 779-0400 X203
	Login History		Extension	
	Training History		Fax	(978) 779-5065

- 1 Security Controls
- 1 Communication Templates
- 1 Translation Workbench
- 1 Data Management
- 1 Monitoring
- 1 Mobile Administration
- 1 Desktop Administration
- 1 Email Administration
- 1 Google Apps

Mobile (978) 807-0679
Email Encoding Japanese (Shift-JIS)
Employee Number
Used Data Space 19.5 MB [View](#)
Used File Space 571 KB [View](#)
Last Login 11/28/2011 6:41 AM
Last Password Change or Reset Unknown
Modified By Charles Ryan, 11/28/2011 2:08 PM

Created By Charles Ryan, 12/13/2002 10:40 AM

[Edit](#) [Reset Password](#)

Checkout

Checkout Summary

Permission Set Assignments		Permission Set Assignments Help
No records to display		
Quotas		Quotas Help
No quotas specified		
Personal Groups		Personal Groups Help
No personal groups specified		
Public Group Membership		Public Group Membership Help
Group Name	Reason for Membership	
Kathie	Group Member	
Queue Membership		Queue Membership Help
No records to display		
Managers in the Role Hierarchy		Managers in the Role Hierarchy Help
No users above in the role hierarchy		
Remote Access		Remote Access Help
No approved access tokens		
Login History		Login History Help
Login Time	Source IP	Login Type Status Application Login URL

11/28/2011 6:41:55 AM EST	76.24.128.79	Application	Success	Browser	login.salesforce.com
11/28/2011 6:14:33 AM EST	76.24.128.79	Application	Success	Browser	na4.salesforce.com
11/28/2011 8:11:03 AM EST	76.24.128.79	Application	Failed: Computer activation required	Browser	login.salesforce.com
11/22/2011 9:23:19 AM EST	68.191.255.250	Application	Success	Browser	login.salesforce.com
10/20/2011 3:50:33 PM EDT	68.191.255.250	Application	Success	Browser	login.salesforce.com
10/6/2011 3:28:19 PM EDT	68.191.255.250	Application	Success	Browser	login.salesforce.com
9/28/2011 10:06:09 AM EDT	68.191.255.250	Application	Success	Browser	login.salesforce.com
9/23/2011 3:47:42 PM EDT	68.191.255.250	Application	Success	Browser	login.salesforce.com
9/21/2011 11:11:51 AM EDT	68.191.255.250	Application	Success	Browser	login.salesforce.com
8/31/2011 3:25:47 PM EDT	68.191.255.250	Application	Success	Browser	login.salesforce.com

[Download login history for last six months, including logins from outside the website, such as API logins \(Excel csv file\).](#)

[Back To Top](#)

[Always show me fewer](#) / [more records per related list](#)

[Print this page](#)**Can I report on users exporting Data?** 1 Attachment

Knowledge Article Number: 100711

Description

Can I report on users exporting Data?

Resolution

It is not possible to report on users exporting data from salesforce.com.


However, if you want to stop users from exporting reports you can remove the permission Export Reports from their Profile (EE and UE Only).

Users can also have a local copy of data if they are using Outlook Edition or Offline Edition.

You can check when a user last logged in with either of these Applications by viewing their Login History. Click on:


Setup | Administration Setup | Manage Users | Users | (User username).

Scroll down to view the Login History related,

Name	Type	Size
Attachment		24KB

[International Sites](#) | [1-800-NO-SOFTWARE](#) | [1-800-857-6388](#) | [Privacy Statement](#) | [Security Statement](#) | [Site Map](#)[USA](#) | [Latin America](#) | [France](#) | [Germany](#) | [Europe](#) | [Italy](#) | [Spain](#) | [UK](#) | [Netherlands](#) | [Japan](#) | [Australia](#) | [Asia Pacific](#) | [China](#) | [Taiwan](#) | [Korea](#)Copyright 2000-2011 salesforce.com, inc. Web-based Customer Relationship Management (CRM) Software-as-a-Service (SaaS).
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General Enquiries: 415-901-7000 | Fax: 415-901-7040 | Sales: 1-800-NO-SOFTWARE

EXHIBIT “F”

From: support@salesforce.com [support@salesforce.com] 
Sent: 11/28/2011 6:14:05 AM
To: kathie.davis@envisn.com [kathie.davis@envisn.com]
Subject: Your salesforce.com Activation Email
Dear kathie.davis@envisn.com,

You have requested access to salesforce.com from an unknown device. Use the verification code below within 24 hours to activate this device.

Verification Code: 50763

IMPORTANT: If you have not requested to activate a device, or believe you have received this message in error, please contact salesforce.com support (support@salesforce.com) immediately.

What does "activation" mean? Should I activate this computer?

Activation helps reduce the risk of security issues related to login. Activating this computer helps salesforce.com recognize this computer when you use it to access salesforce.com. You should activate this computer if it is owned by you or your employer and you are confident it is free of malware.

EXHIBIT “G”

FRAIN AND ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
563 MAIN STREET
BOLTON, MASSACHUSETTS 01740

TELEPHONE (978) 779-0749
FACSIMILE (978) 779-0761

THOMAS J. FRAIN
FRANK E. BONANNI

OF COUNSEL
C. ALEX HAHN

December 6, 2011

VIA FACSIMILE (978) 597-9020
AND FIRST CLASS MAIL

Scott A. Lathrop, Esq.
Attorney At Law
176 Fitchburg Road
Townsend, MA 01469

Re: Kathleen Broderick Davis

Dear Attorney Lathrop,

As you know, this office represents Charles R. Ryan ("Mr. Ryan" and Envisn Information Services, Inc. ("Envisn")).

Concerning the requests in your letter of November 30, 2011 to Mr. Ryan, he is reviewing the list of personal items you sent in the foregoing letter. As I mentioned earlier today via telephone, the laptop computer belongs to Envisn. He is also doing an analysis of what is owed Ms. Davis for accrued but unused vacation time and will respond shortly. My clients have never stated anything to the contrary, and your threats of litigation were completely unnecessary.

The application for a criminal complaint which Ms. Davis has filed against Mr. Ryan, however, is frivolous in the extreme and constitutes malicious prosecution, for which my client intends to seek civil relief. *See Correllas v. Viveiros*, 410 Mass. 314 (1991) (plaintiff can prevail on malicious prosecution claim by showing that defendant instituted criminal proceedings without probable cause and that those proceedings terminated in favor of defendant). We have no doubt that any criminal proceedings will be resolved in favor of Mr. Ryan and indeed will be deemed frivolous and malicious by the court system.

The "assault" alleged by Ms. Davis was in fact an inadvertent brush of Mr. Ryan's hand against Ms. Davis's shirt sleeve, and the allegations she has brought to the

Letter To Scott A. Lathrop, Esq.

December 6, 2011

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police are patently false. This will be unequivocally corroborated by the other witness to the alleged incident. Your client's actions in seeking to have my client falsely imprisoned are willful and intentional, and appear to be borne of a desire to buttress some yet-to-be filed, frivolous civil complaint.

Remarkably, it is your client that may have engaged in criminal actions. As I advised you by phone today, Ms. Davis unlawfully and surreptitiously converted software and underlying intellectual property of Envisn immediately prior to her resignation from the company. Clear documentation of her intentional actions exists. My client certainly reserves his rights to file a complaint based upon, without limitation, criminal copyright infringement and the federal No Electronic Theft Act. *See BMG Music Entertainment v. Tenenbaum*, 660 F.3d 487 (1st Cir. 2011) ("Congress made clear that it enacted the NET Act to 'criminalize[] computer theft of copyrighted works. . . thereby preventing such willful conduct from destroying businesses, especially small businesses, that depend on licensing agreements and royalties for survival" (quoting H.R. Rep. 105-339, at 5 (1997), 1997 WL 664424, at *5).

On November 28, 2011 at about 8:15 a.m., Mr. Ryan received an email from Ms. Davis, who was then the Support Director at Envisn, entitled "Resignation." It indicated Ms. Davis was resigning from Envisn effective immediately.

Shortly thereafter, Gary Larsen ("Mr. Larsen"), Technical Director of Envisn, informed Mr. Ryan that he had received emails from ShareFile, a system through which Envisn's software can be accessed by employees with confidential passwords, shortly after 6 a.m. indicating that Ms. Davis had downloaded most or all of the latest versions of the Envisn software onto her home computer. Envisn's security protocols are such that Mr. Larsen receives an email any time downloads are made of the software.

Ms. Davis clearly understood that once Envisn knew of her resignation, its first step would be to restrict her access to all of the Envisn systems and applications, including ShareFile. Thus, she acted covertly to convert this critically sensitive software, and thereafter immediately resigned to allow herself to benefit from her actions.

The software taken represents all of the intellectual property of Envisn. An estimate of the value of the software that she has taken is \$500,000, which is a minimum value estimate. Ms. Davis has both the knowledge and the ability to "decompile" the software into its source code and sell or market it to competitors, software developers, and potential customers. These are highly advanced software applications and represent years of development by Envisn.

Letter To Scott A. Lathrop, Esq.
December 6, 2011
Page 3 of 4

Since Ms. Davis' resignation, Envisn has contacted ShareFile and requested all available details on the activity of Ms. Davis' ShareFile account from November 1, 2011, forward. These records obtained from ShareFile confirm the emails received by Mr. Larsen concerning her activity on the morning of November 28, 2011.

Ms. Davis's conduct was in clear violation of the Confidentiality and Noncompetition Agreement ("the Agreement") which Ms. Davis signed as a condition of her employment with Envisn on November 21, 2006. Her actions also represent an egregious and intentional misappropriation of my clients' intellectual property rights which will cause irreparable harm should the software be disclosed to any third parties or otherwise utilized by Ms. Davis. Indeed, we expect that Ms. Davis is at this moment seeking to exploit her possession of the software to her own financial benefit, to the gross detriment of Envisn.

Ms. Davis's conduct is actionable under both under the Agreement and under Chapter 93A, potentially entitling my client to multiple damages and attorneys' fees. Indeed, the Appeals Court confirmed just weeks ago, in a directly on-point case involving misappropriation of trade secrets by an employee, that such employees can suffer 93A liability. *Specialized Technology Resources, Inc. v. JPS Elastomerics Corp.*, 80 Mass.App.Ct. 841 (2011) ("former employer-employee relationship between STR and Galica does not stand as a bar to STR's c. 93A claim against either Galica or JPS").

Ms. Davis must return her unlawfully obtained copy of the software and destroy her copy of the software, and any component or other aspect of the software, within 24 hours, or my client intends to initiate suit.

Ms. Davis must also within 24 hours certify in writing and under the pains and penalties of perjury that she has not disclosed or transferred the software to any third party, and that she will not disclose or use any confidential or proprietary information of Envisn at any time in the future. She must certify that she has destroyed any copies of the software or related information.

Ms. Davis must also agree in principle within 24 hours to enter an agreement for judgment to be filed with the Massachusetts Superior Court, the precise components thereof to be determined and agreed to by the end of this week, that will entitle my clients to damages and fees should any violations of the Agreement, or any use by Ms. Davis of any proprietary information of Envisn, occur in the future.

Letter To Scott A. Lathrop, Esq.
December 6, 2011
Page 4 of 4

Ms. Davis must also agree in principle within 24 hours to an inspection of all her electronic devices, the parameters of the inspection to be determined and agreed to by the end of this week, to determine that she is no longer in possession of any intellectual property belonging to my clients.

Failing her agreement on these points within 24 hours, my client intends to seek injunctive relief against Ms. Davis, as well as an action for damages based on, without limitation, malicious prosecution, breach of contract, conversion, and violations of Chapter 93A. My clients intend to seek an injunction to enforce the Agreement, to restrain her from and any use or dissemination of my clients' intellectual property, and for seizure of all of her computers and electronic devices, all of which are likely to contain the software and other intellectual property of my clients which Ms. Davis converted.

I look forward to hearing from you promptly.

Sincerely yours,

Thomas J. Frain, Esq.

TJF/st

Cc: Charles R. Ryan/Envisn – Via First Class Mail